



COMES NOW Defendant Experian Information Solutions, Inc. (“Experian”), by and through its undersigned counsel, and answers Plaintiff Dionne Richard’s (“Plaintiff”) Complaint (the “Complaint”) as follows:

## **I. INTRODUCTION**

1. In response to paragraph 1 of the Complaint, as it relates to Experian, Experian admits that the Complaint purports to allege violations of the Fair Credit Reporting Act, 15 U.S.C. § 1681 (“FCRA”). Experian denies that it violated the FCRA. Except as specifically admitted, Experian denies, generally and specifically, each and every remaining allegation of paragraph 1 of the Complaint as it relates to Experian. Experian also denies that Plaintiff is entitled to any damages, costs, fees, or other relief form. With respect to the portions of paragraph 1 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 1 of the Complaint.

2. In response to paragraph 2 of the Complaint, Experian denies that it violated any part of the FCRA. Experian also denies that Plaintiff is entitled to any damages, costs, fees, or other relief form. With respect to the portions of paragraph 2 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 2 of the Complaint.

3. In response to paragraph 3 of the Complaint, Experian denies that Experian acted “willful[ly]” or “intentional[ly].” Experian admits that the Plaintiff purports to state claims under the FCRA, but denies that it has violated the FCRA. Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. With respect to the portions of paragraph 3 of the Complaint that relate to other defendants, Experian is without knowledge or

information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 3 of the Complaint.

4. In response to paragraph 4 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

5. In response to paragraph 5 of the Complaint, Experian admits that the Plaintiff purports to state claims under the FCRA, but denies that it has violated the FCRA. Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. With respect to the portions of paragraph 5 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 5 of the Complaint.

6. In response to paragraph 6 of the Complaint, Experian admits that Congress enacted the Fair Credit Reporting Act (“FCRA”) in 1970. Experian denies Plaintiff’s summation of what 15 U.S.C. §§ 1681(b) requires of credit reporting agencies (“CRAs”). Experian affirmatively states that the FCRA speaks for itself and, on that basis, denies any allegations of paragraph 6 inconsistent therewith.

7. In response to paragraph 7 of the Complaint, Experian admits that the FCRA provides a private right of action. Experian affirmatively states that the FCRA speaks for itself and, on that basis, denies any allegations of paragraph 7 inconsistent therewith. Experian denies that it has violated the FCRA and denies that it is liable to Plaintiff for any alleged damages.

8. In response to paragraph 8, Experian admits that Plaintiff appears to quote and paraphrase the FCRA. Experian affirmatively states that the FCRA speaks for itself and, on that basis, denies any allegations of paragraph 8 inconsistent therewith. Experian also denies that it has violated the FCRA and denies that it is liable to Plaintiff for any alleged damages.

## **II. JURISDICTION AND VENUE**

9. In response to paragraph 9 of the Complaint, Experian states that this is a legal conclusion which is not subject to denial or admission. To the extent that a response is required, Experian admits that this Court has jurisdiction based on 28 U.S.C. § 1331 and 15 U.S.C. § 1681p, and that venue in this district is proper pursuant to 28 U.S.C. § 1391(b).

10. In response to paragraph 10 of the Complaint, Experian states that the allegations contained therein are legal conclusions not subject to admission or denial. To the extent a response is required, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 10 of the Complaint and, on that basis, denies, generally and specifically, each and every allegation contained therein.

11. Experian admits that it is qualified to do business and conducts business in the State of Massachusetts. Except as specifically admitted, Experian denies, generally and specifically, each and every remaining allegation of paragraph 11 of the Complaint. With respect to the portions of paragraph 11 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 11 of the Complaint.

12. In response to paragraph 12 of the Complaint, Experian admits that it is a consumer reporting agency as defined by the FCRA, 15 U.S.C. § 1681a(f) and, in its capacity as a consumer reporting agency, Experian at times, for monetary fees, assembles or evaluates consumer credit

information for the purpose of furnishing “consumer reports,” as that term is defined by 15 U.S.C. § 1681a(d), to third parties. Except as specifically admitted, Experian denies, generally and specifically, each and every remaining allegation contained therein. With respect to the portions of paragraph 12 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 12 of the Complaint.

13. In response to paragraph 13 of the Complaint, which relates to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

### **III. FACTUAL ALLEGATIONS**

14. In response to paragraph 14 of the Complaint, Experian admits that Plaintiff resides in Suffolk County.

15. In response to paragraph 15 of the Complaint, Experian further admits that it is qualified to do business and conducts business in the State of Massachusetts. Except as specifically admitted, Experian denies, generally and specifically, each and every remaining allegation of paragraph 15 of the Complaint. With respect to the portions of paragraph 15 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 15 of the Complaint.

16. In response to paragraph 16 of the Complaint, Experian admits that it is a consumer reporting agency as defined by 15 U.S.C. § 1681a(f) and, in its capacity as a consumer reporting agency, Experian at times, for monetary fees, assembles or evaluates consumer credit information

for the purpose of furnishing “consumer reports,” as that term is defined by 15 U.S.C. § 1681a(d), to third parties. Except as specifically admitted, Experian denies, generally and specifically, each and every remaining allegation contained therein. With respect to the portions of paragraph 16 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 16 of the Complaint.

17. In response to paragraph 17 of the Complaint, which relates to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

18. In response to paragraph 18 of the Complaint, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. With respect to the portions of paragraph 18 of the Complaint that relate to another defendant, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 18 of the Complaint.

19. In response to paragraph 19 of the Complaint, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. With respect to the portions of paragraph 19 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the

remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 19 of the Complaint.

20. In response to paragraph 20 of the Complaint, Experian admits that it received Exhibit B. Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. With respect to the portions of paragraph 20 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 20 of the Complaint.

21. In response to paragraph 21 of the Complaint, which relates to another defendant, Experian lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

22. In response to paragraph 22 of the Complaint, which relates to another defendant, Experian lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

23. In response to paragraph 23 of the Complaint, Experian admits that it received a letter from Plaintiff stating that it was “created 12/27/2023.” Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 23 of the Complaint.

24. In response to paragraph 24 of the Complaint, Experian admits that it received a letter from Plaintiff stating that it was “created 1/6/2024.” Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 24 of the Complaint.

25. In response to paragraph 25 of the Complaint, which relates to another defendant, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

26. In response to paragraph 26 of the Complaint, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian denies, generally and specifically, each and every allegation contained therein.

27. In response to paragraph 27 of the Complaint, which relates to another defendant, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

28. In response to paragraph 28 of the Complaint, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian.

29. In response to paragraph 29 of the Complaint, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian.



30. In response to paragraph 30 of the Complaint, which relates to another defendant, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

31. In response to paragraph 31 of the Complaint, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian denies, generally and specifically, each and every allegation contained therein.

32. In response to paragraph 32 of the Complaint, Experian admits Experian received Exhibit B, and a copy of the Federal Trade Commission Identity Theft Reports (“FTC Report”) 167715481, 1680118054, and a police report. As to the remaining allegations in Paragraph 32, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian denies, generally and specifically, each and every allegation contained therein.

33. In response to paragraph 33 of the Complaint, which relates to another defendant, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

34. In response to paragraph 34 of the Complaint, which relates to another defendant, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

35. In response to paragraph 35, Experian admits that as of the date of this Answer, the accounts Plaintiff lists in paragraph 35 of her complaint are still reporting. As to the remaining

allegations in Paragraph 35, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian denies, generally and specifically, each and every allegation contained therein.

36. In response to paragraph 36 of the Complaint, which relates to another defendant, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

37. In response to paragraph 37 of the Complaint, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian denies, generally and specifically, each and every allegation contained therein.

38. In response to paragraph 38 of the Complaint, which relates to another defendant, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

39. In response to paragraph 39 of the Complaint, Experian denies that Experian acted “willful[ly]” or “negligent[ly].” Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian also admits that the Plaintiff seeks damages but denies that it is liable to Plaintiff for any alleged damages. Experian denies, generally and specifically, each and every allegation contained therein.

40. In response to paragraph 40 of the Complaint, which relates to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein. As to the remaining allegations in Paragraph 40, Experian admits

that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian denies, generally and specifically, each and every allegation contained therein.

41. In response to paragraph 41 of the Complaint, which relates to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein. As to the remaining allegations in Paragraph 41, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian denies, generally and specifically, each and every allegation contained therein.

42. In response to paragraph 42 of the Complaint, which relates to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein. As to the remaining allegations in Paragraph 42, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian denies, generally and specifically, each and every allegation contained therein.

43. In response to paragraph 43 of the Complaint, which relates to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein. As to the remaining allegations in Paragraph 43, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian denies, generally and specifically, each and every allegation contained therein.

44. In response to paragraph 44 of the Complaint, which relates to another defendant, Experian is without knowledge or information sufficient to form a belief as to the truth of the

remaining allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

45. In response to paragraph 45 of the Complaint, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian.

46. In response to paragraph 46 of the Complaint, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian further admits that the Complaint seeks damages but denies that it is liable to Plaintiff for any alleged damages. Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. With respect to the portions of paragraph 46 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 46 of the Complaint.

47. In response to paragraph 47 of the Complaint, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian further admits that the Complaint seeks damages but denies that it is liable to Plaintiff for any alleged damages. Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. With respect to the portions of paragraph 47 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 47 of the Complaint.

48. In response to paragraph 48 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis,

denies, generally and specifically, each and every allegation contained therein. With respect to the portions of paragraph 48 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 48 of the Complaint.

49. In response to paragraph 49 of the Complaint, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. With respect to the portions of paragraph 49 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 49 of the Complaint.

#### **ACTUAL DAMAGES**

50. In response to paragraph 50 of the Complaint, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian further admits that the Complaint seeks damages but denies that it is liable to Plaintiff for any alleged damages. Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. With respect to the portions of paragraph 50 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 50 of the Complaint.

51. In response to paragraph 51 of the Complaint, Experian admits that the FCRA provides a private right of action. Experian affirmatively states that the FCRA speaks for itself and, on that basis, denies any allegations of paragraph 51 inconsistent therewith. Experian denies

that it has violated the FCRA and denies that it is liable to Plaintiff for any alleged damages. With respect to the portions of paragraph 51 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 51 of the Complaint.

**THIRD PARTIES HAVE VIEWED PLAINTIFF'S CREDIT REPORT**

52. In response to paragraph 52 of the Complaint, which relates to another defendant, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

53. In response to paragraph 53 of the Complaint, Experian admits that Exhibit C, attached to the Complaint, appears to be a true and correct copy of a denial of credit. Experian states that Exhibit C speaks for itself and, on that basis, denies any allegations of paragraph C inconsistent therewith.

**CREDIT PLAINTIFF WAS SEEKING BEFORE AND AFTER THE DENIALS**

54. In response to paragraph 54 of the Complaint, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian further admits that the Complaint seeks damages but denies that it is liable to Plaintiff for any alleged damages. Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. With respect to the portions of paragraph 54 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 54 of the Complaint.

**COUNT I**

**VIOLATION OF THE FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681S-2(B)  
AGAINST SYNCHRONY, CAPITAL ONE, GOLDMAN SACHS, WINGS FINANCIAL  
AND PSECU**

55. Experian incorporates by reference its responses to the allegations contained in paragraphs 1-54 as if set forth fully herein.

56. In response to paragraph 56 of the Complaint, which relates to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein. As to the remaining allegations in Paragraph 56, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian denies, generally and specifically, each and every allegation contained therein.

57. In response to paragraph 57 of the Complaint, which relates to another defendant, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein. As to the remaining allegations in Paragraph 57, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian denies, generally and specifically, each and every allegation contained therein.

58. In response to paragraph 58 of the Complaint, which relates to another defendant, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein. As to the remaining allegations in Paragraph 58, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian denies, generally and specifically, each and every allegation contained therein.

59. In response to paragraph 59 of the Complaint, which relates to another defendant, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein. As to the remaining allegations in Paragraph 59, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian denies, generally and specifically, each and every allegation contained therein.

60. In response to paragraph 60 of the Complaint, which relates to another defendant, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

61. In response to paragraph 61 of the Complaint, which relates to another defendant, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

62. In response to paragraph 62 of the Complaint, which relates to another defendant, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

63. In response to paragraph 63 of the Complaint, which relates to another defendant, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.



**COUNT II**

**VIOLATIONS OF THE FAIR CREDIT REPORTING ACT 15 U.S.C. § 1681E(B)  
AGAINST TRANSUNION, LLC, AND EXPERIAN INFORMATION SOLUTIONS, INC.**

64. Experian incorporates by reference its responses to the allegations contained in paragraphs 1-63 as if set forth fully herein.

65. In response to paragraph 65 of the Complaint, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. With respect to the portions of paragraph 65 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 65 of the Complaint.

66. In response to paragraph 66, Experian admits that Plaintiff appears to quote the FCRA. Experian affirmatively states that the FCRA speaks for itself and, on that basis, denies any allegations of paragraph 66 inconsistent therewith. Experian also denies that it has violated the FCRA and denies that it is liable to Plaintiff for any alleged damages.

67. In response to paragraph 67 of the Complaint, which relates to another defendant, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

68. In response to paragraph 68 of the Complaint, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian.

69. In response to paragraph 69 of the Complaint, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian also admits that the Plaintiff seeks damages but denies that it is liable to Plaintiff for any alleged damages. Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. With respect to the portions of paragraph 69 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 69 of the Complaint.

70. In response to paragraph 70 of the Complaint, Experian denies that Experian acted “willful[ly]” or “negligent[ly].” Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian also admits that the Plaintiff seeks damages but denies that it is liable to Plaintiff for any alleged damages. With respect to the portions of paragraph 70 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 70 of the Complaint.

71. In response to paragraph 71 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian also admits that the Plaintiff seeks damages but denies that it is liable to Plaintiff for any alleged damages. With respect to the portions of paragraph 71 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth

of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 71 of the Complaint.

### **COUNT III**

#### **VIOLATIONS OF THE FAIR CREDIT REPORTING ACT 15 U.S.C. § 1681i AGAINST TRANSUNION, LLC, AND EXPERIAN INFORMATION SOLUTIONS, INC.**

72. Experian incorporates by reference its responses to the allegations contained in paragraphs 1-71 as if set forth fully herein.

73. In response to paragraph 73 of the Complaint, which relates to another defendant, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

74. In response to paragraph 74 of the Complaint, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. With respect to the portions of paragraph 74 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 74 of the Complaint.

75. In response to paragraph 75 of the Complaint, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. With respect to the portions of paragraph 75 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the

remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 75 of the Complaint.

76. In response to paragraph 76 of the Complaint, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. With respect to the portions of paragraph 76 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 76 of the Complaint.

77. In response to paragraph 77 of the Complaint, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian also admits that the Plaintiff seeks damages but denies that it is liable to Plaintiff for any alleged damages. Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. With respect to the portions of paragraph 77 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 77 of the Complaint.

78. In response to paragraph 78 of the Complaint, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian also admits that the Plaintiff seeks damages but denies that it is liable to Plaintiff for any alleged damages. Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. With respect to the portions of paragraph 78 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to

the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 78 of the Complaint.

79. In response to paragraph 79 of the Complaint, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian also admits that the Plaintiff seeks damages but denies that it is liable to Plaintiff for any alleged damages. Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. With respect to the portions of paragraph 79 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 79 of the Complaint.

80. In response to paragraph 80 of the Complaint, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian also admits that the Plaintiff seeks damages but denies that it is liable to Plaintiff for any alleged damages. Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. With respect to the portions of paragraph 80 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 80 of the Complaint.

81. In response to paragraph 81 of the Complaint, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian also admits that the Plaintiff seeks damages but denies that it is liable to Plaintiff for any alleged damages. Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. With respect to the portions of paragraph 81 of the Complaint that relate

to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 81 of the Complaint.

82. In response to paragraph 82 of the Complaint, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian also admits that the Plaintiff seeks damages but denies that it is liable to Plaintiff for any alleged damages. Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. With respect to the portions of paragraph 82 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 82 of the Complaint.

83. In response to paragraph 83 of the Complaint, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian also admits that the Plaintiff seeks damages but denies that it is liable to Plaintiff for any alleged damages. Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. With respect to the portions of paragraph 83 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 83 of the Complaint.

84. In response to paragraph 84 of the Complaint, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian also admits that the Plaintiff seeks damages but denies that it is liable to Plaintiff for any alleged damages. Experian denies, generally and specifically, each and every allegation contained therein

that relates to Experian. With respect to the portions of paragraph 84 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 84 of the Complaint.

#### **COUNT IV**

##### **VIOLATIONS OF THE FAIR CREDIT REPORTING ACT 15 U.S.C. § 1681C-2(A) AGAINST TRANSUNION, LLC AND EXPERIAN INFORMATION SOLUTIONS, INC.**

85. Experian incorporates by reference its responses to the allegations contained in paragraphs 1-84 as if set forth fully herein.

86. In response to paragraph 86 of the Complaint, Experian admits that Plaintiff appears to quote and paraphrase the FCRA. Experian affirmatively states that the FCRA speaks for itself and, on that basis, denies any allegations of paragraph 86 inconsistent therewith. Experian also denies that it has violated the FCRA and denies that it is liable to Plaintiff for any alleged damages.

87. In response to paragraph 87 of the Complaint, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian also admits that the Plaintiff seeks damages but denies that it is liable to Plaintiff for any alleged damages. Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. With respect to the portions of paragraph 87 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 87 of the Complaint.

88. In response to paragraph 88 of the Complaint, Experian denies that Experian acted “willful[ly]” or “negligent[ly].” Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian also admits that the Plaintiff seeks

damages but denies that it is liable to Plaintiff for any alleged damages. Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. With respect to the portions of paragraph 88 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 88 of the Complaint.

89. In response to 89 of the Complaint, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian also admits that the Plaintiff seeks damages but denies that it is liable to Plaintiff for any alleged damages. Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. With respect to the portions of paragraph 89 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 89 of the Complaint.

90. In response to 90 of the Complaint, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian also admits that the Plaintiff seeks damages but denies that it is liable to Plaintiff for any alleged damages. Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. With respect to the portions of paragraph 90 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 90 of the Complaint.



91. In response to paragraph 91 of the Complaint, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian also admits that the Plaintiff seeks damages but denies that it is liable to Plaintiff for any alleged damages. Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. With respect to the portions of paragraph 91 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 91 of the Complaint.

92. In response to 92 of the Complaint, Experian admits that the Plaintiff purports to state claims under the FCRA but denies that it has violated the FCRA. Experian also admits that the Plaintiff seeks damages but denies that it is liable to Plaintiff for any alleged damages. Experian denies, generally and specifically, each and every allegation contained therein that relates to Experian. With respect to the portions of paragraph 92 of the Complaint that relate to other defendants, Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and, on that basis, denies, generally and specifically, each and every remaining allegation of paragraph 92 of the Complaint.

### **RESPONSE TO DEMAND FOR JURY TRIAL**

Experian admits that Plaintiff has demanded trial by jury on all issues.

### **AFFIRMATIVE DEFENSES**

In further response to Plaintiff's Complaint, Experian hereby asserts the following affirmative defenses, without conceding that it bears the burden of persuasion as to any of them.

### **FIRST AFFIRMATIVE DEFENSE**

All claims against Experian are barred because all information Experian communicated to any third person regarding Plaintiff was true.

**SECOND AFFIRMATIVE DEFENSE**

Plaintiff has failed to mitigate her damages.

**THIRD AFFIRMATIVE DEFENSE**

The Complaint and each claim for relief therein are barred by laches.

**FOURTH AFFIRMATIVE DEFENSE**

Experian is informed and believes and thereon alleges that any alleged damages sustained by Plaintiff were, at least in part, caused by the actions of Plaintiff herself and/or third parties and resulted from Plaintiff's or third parties' own negligence which equaled or exceeded any alleged negligence or wrongdoing by Experian.

**FIFTH AFFIRMATIVE DEFENSE**

Any damages which Plaintiff may have suffered, which Experian continues to deny, were the direct and proximate result of the conduct of Plaintiff. Therefore, Plaintiff is estopped and barred from recovery of any damages.

**SIXTH AFFIRMATIVE DEFENSE**

The Complaint and each claim for relief therein that seeks equitable relief are barred by the doctrine of unclean hands.

**SEVENTH AFFIRMATIVE DEFENSE**

Some or all claims for relief in the Complaint herein are barred by the applicable statutes of limitation, including but not limited to 15 U.S.C. § 1681p.

**PRAYER FOR RELIEF**

WHEREFORE, Defendant Experian Information Solutions, Inc. prays as follows:

- (1) That Plaintiff take nothing by virtue of the Complaint herein and that this action be dismissed in its entirety;
- (2) For costs of suit and attorneys' fees herein incurred; and
- (3) For such other and further relief as the Court may deem just and proper.

Dated: April 29, 2024

Respectfully submitted,

/s Justine Sheehan

Justine Sheehan, Esq. (BBO# 709692)

JONES DAY

[jsheehan@jonesday.com](mailto:jsheehan@jonesday.com)

100 High Street, 21<sup>st</sup> Floor

Boston, MA 01220.1781

Telephone: +1.617.449.6954

Facsimile: +1.617.449.6999

*Attorneys for Defendant  
Experian Information Solutions, Inc.*

**CERTIFICATE OF SERVICE**

I hereby certify that on April 29, 2024, I electronically filed the above document with the Clerk of Court using the CM/ECF system, which will automatically send e-mail notification of such filing to all attorneys of record.

/s/ Justine M. Sheehan

Justine M. Sheehan

*Attorneys for Defendant*

*Experian Information Solutions, Inc.*